

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO.)

I.(a) PLAINTIFFS

Adobe Systems Incorporated

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

Santa Clara County

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE)
J. Andrew Coombs, A.P.C., 517 E. Wilson Ave., Suite 20
Glendale, CA 91206 / Telephone: (818) 500-3200

DEFENDANTS

John Hoyle, Gail La Fortune and Does 1 - 10, inclusive,

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
TRACT OF LAND INVOLVED.

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding
☐ Removed from State Court
☐ Remanded from Appellate Court
☐ Reinstated or Reopened
☐ Transferred from Another district (specify)
☐ Multidistrict Litigation
☐ Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury Med Malpractice <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth In Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl.Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (US Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Amer w/ disab - Empl <input type="checkbox"/> 446 Amer w/ disab - Other	PRISONER PETITIONS <input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Copyright infringement 17 U.S.C. §§ 101, et seq.

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$ CHECK YES only if demanded in complaint:
UNDER F.R.C.P. 23 JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)
(PLACE AND "X" IN ONE BOX ONLY)

☐ SAN FRANCISCO/OAKLAND☒ SAN JOSE

DATE

SIGNATURE OF ATTORNEY OF RECORD

7-21-08

ORIGINAL

E-filing

FILED

JUL 23 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIASI
#9

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Adobe Systems Incorporated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Adobe Systems Incorporated,

Plaintiff,

v.

John Hoyle, Gail La Fortune and Does 1 – 10,
inclusive,

Defendants.

008 03523 BZ

COMPLAINT FOR COPYRIGHT
INFRINGEMENT AND TRADEMARK
INFRINGEMENT

DEMAND FOR A JURY TRIAL

Plaintiff Adobe Systems Incorporated ("Adobe") for its Complaint alleges as follows:

I. Introduction

1. Adobe brings this action as a result of Defendants' systematic, unauthorized copying and distribution of Adobe's software products in interstate commerce through sales on the eBay online auction site. Defendants' actions, commonly known as software piracy, are willful and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer software. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. Software piracy, including piracy on eBay, undermines Adobe's investment and creativity, and misleads and confuses consumers.

3. Defendants, through usernames including "hoyle163" and, on information and belief, other aliases, have made, offered for sale, sold, and distributed unauthorized copies of

 **ORIGINAL**

Adobe software (the "Unauthorized Software Product") including at least Adobe Photoshop CS3 (the "Adobe Software") and likely other products. Additional Doe defendants – whose identities will be determined in discovery – support, assist, supervise and/or supply Defendants in these illegal activities. Adobe owns registered United States copyrights and trademarks including but not limited to the foregoing product and its associated marks.

4. Defendants' activities constitute willful copyright infringement and willful trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and attorneys' fees.

II. Jurisdiction and Venue

5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28 U.S.C. § 1331 and § 1338(a).

6. The events giving rise to the claims alleged herein occurred, among other places, within this judicial district. Venue in the Northern District of California is proper pursuant to 28 U.S.C. § 1391(b) and § 1400(a).

III. The Parties

A. Plaintiff Adobe and Its Products

7. Adobe is a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business in San Jose, California.

8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's Copyrights").

9. Products manufactured and sold by Adobe bear Adobe's trademarks, including without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH, ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
7 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

8 11. As a result of advertising and sales, together with longstanding consumer
9 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
10 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
11 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
12 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

13 **B. Defendants**

14 12. Defendant John Hoyle ("Hoyle") is an individual. Adobe is informed and believes
15 that Hoyle is a resident of Senoia, Georgia. Hoyle does business under the eBay user ID
16 "hoyle163". Other aliases or eBay user IDs will be determined in discovery. Hoyle, through his
17 online identity or identities, does business in California through sales and distribution of the
18 Unauthorized Software Product in the State of California, among other places.

19 13. Defendant Gail La Fortune ("La Fortune") is an individual. Adobe is informed and
20 believes that La Fortune is a resident of Senoia, Georgia. La Fortune does business under the eBay
21 user ID "hoyle163". Other aliases or eBay user IDs will be determined in discovery. Hoyle,
22 through her online identity or identities, does business in California through sales and distribution
23 of the Unauthorized Software Product in the State of California, among other places.

24 14. Upon information and belief, Does 1 – 10 are either entities or individuals who are
25 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,
26 supervisory employees, or suppliers of one or other of the named defendants or other entities or
27 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
28 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The
identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
to include the names of such individuals when identified. Hoyle, La Fortune and Does 1 – 10 are
collectively referred to herein as "Defendants."

IV. Defendants' Infringing Activities

1 15. Defendants use, among other things, the Internet auction site known as eBay to sell
2 and distribute products, including pirated copies of software, to consumers. At any given time,
3 there are millions of items listed on eBay for bid or purchase by its more than one hundred million
4 (100,000,000) registered users. Buyers have the option to purchase items in an auction-style
5 format or items can be purchased at a fixed price through a feature called Buy it Now. Through the
6 eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or
7 negative "feedback" or comments on their purchase and sale experience. While feedback can give
8 some indication of sales volume, actual sales may far exceed the number of feedback entries a
9 seller receives.

10 16. Among Defendants' products offered for sale and sold on eBay, and distributed to
11 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or
12 their agents made such copies. Adobe has not authorized Defendants or their agents to make or
13 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute
14 its software, period.

15 17. Defendants also use images confusingly similar or identical to Adobe's Trademarks,
16 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of
17 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or
18 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after
19 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and
20 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to
21 Defendants' use of the Adobe Trademarks.

22 18. Defendants have obtained a substantial "feedback rating" through the eBay
23 feedback system. This feedback rating, obtained essentially through Defendants' illegal activities,
24 may further confuse consumers and aid in even wider distribution of unauthorized copies of the
25 Adobe Software.

26 19. Defendants' actions have confused and deceived, or threatened to confuse and
27 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of
28 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,
Defendants have traded upon and diminished Adobe's goodwill.

FIRST CLAIM FOR RELIEF

(For Copyright Infringement)

20. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 19, inclusive, as though set forth herein in full.

21. As alleged herein, Defendants' activities infringe valid and effective copyrights registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants' infringement was willful.

22. Adobe has suffered and continues to suffer direct and actual damages as a result of Defendants' infringing conduct. The full extent of such damages, including profits by Defendants, will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of Adobe's Copyrights infringed, as an alternative to actual damages and profits.

23. Adobe has no other adequate remedy at law and has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court, Defendants' infringing activity will continue, with attendant irreparable harm to Adobe. Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C § 502 and seizure of unauthorized copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

24. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys' fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

SECOND CLAIM FOR RELIEF

(For Trademark Infringement)

25. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 19, inclusive, as though set forth herein in full.

26. Defendants' manufacture, importation, advertisement, display, promotion, marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software is likely to cause confusion or to cause mistake or to deceive the relevant public and trade regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's Trademarks on the Unauthorized Software Product in the same type of goods made, imported and sold by or under authority of Adobe.

27. Defendants, and each of them, acted with knowledge of the federally registered trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the

1 Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or
2 endorsed by Adobe, and have caused the entry of such unauthorized copies into interstate
3 commerce with full knowledge of the falsity of such designations of origin and such descriptions
4 and representations, all to the detriment of Adobe.

5 28. Adobe has suffered and continues to suffer irreparable harm and damage as a result
6 of Defendants' acts of trademark infringement in amounts thus far not determined but within the
7 jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In
8 order to determine the full extent of such damages, including such profits as may be recoverable
9 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
10 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software
11 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
12 pursuant to 15 U.S.C. § 1117 (c).

13 29. Adobe has no other adequate remedy at law and has suffered and continues to suffer
14 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
15 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
16 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
17 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

18 30. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
19 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
20 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
21 1117 (c).

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Adobe asks this Court to order:

24 A. That Defendants, their agents, servants, employees, representatives, successor and
25 assigns, and all persons, firms, corporations or other entities in active concert or participation with
26 any of said Defendants, be immediately and permanently enjoined from:

- 27 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,
28 including generally, but not limited to, reproduction, manufacture, importation,
distribution, advertising, selling and/or offering for sale any merchandise which
infringes said Adobe's Intellectual Properties, and, specifically:
- 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
offering for sale the Unauthorized Software Product or any other unauthorized products

1 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or
2 substantial similarity to any of Adobe's Intellectual Properties;

- 3 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
4 offering for sale in connection thereto any unauthorized promotional materials, labels,
5 packaging or containers which picture, reproduce, copy or use the likenesses of or bear
6 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
- 7 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
8 mislead or deceive purchasers, Defendants' customers and/or members of the public to
9 believe the actions of Defendants, the products sold by Defendants, or Defendants
10 themselves are connected with Adobe, are sponsored, approved or licensed by Adobe,
11 or are in some way affiliated with Adobe;
- 12 5) Affixing, applying, annexing or using in connection with the importation, manufacture,
13 distribution, advertising, sale and/or offer for sale or other use of any goods or services,
14 a false description or representation, including words or other symbols, tending to
15 falsely describe or represent such goods as being those of Adobe;
- 16 6) Otherwise competing unfairly with Adobe in any manner;
- 17 7) Destroying or otherwise disposing of
- 18 a. Merchandise falsely bearing Adobe's Intellectual Properties;
 - 19 b. Any other products which picture, reproduce, copy or use the
20 likenesses of or bear a substantial similarity to any of Adobe's Intellectual
21 Properties;
 - 22 c. Any labels, packages, wrappers, containers or any other unauthorized
23 promotion or advertising material item which reproduces, copies, counterfeits,
24 imitates or bears any of Adobe's Intellectual Properties;
 - 25 d. Any molds, screens, patterns, plates, negatives or other elements
26 used for making or manufacturing products bearing Adobe's Intellectual
27 Properties;
 - 28 e. Any sales and supply or customer journals, ledgers, invoices,
purchase orders, inventory control documents, bank records, catalogs and all
other business records, believed to concern the manufacture, purchase,
advertising, sale or offering for sale of Unauthorized Software Product;

1 B. That Adobe and its designees are authorized to seize the following items which are
2 in Defendants' possession, custody or control:

- 3 1) All Unauthorized Software Product;
4 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear
5 any of the Adobe's Intellectual Properties, or any part thereof;
6 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically
7 including computers, servers, optical disc burners and other hardware used for making
8 or manufacturing Unauthorized Software Product or unauthorized product which
9 reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual
10 Properties, or any part thereof.

11 C. That those Defendants infringing upon Adobe's Intellectual Properties be required
12 to pay actual damages increased to the maximum extent permitted by law and/or statutory damages
13 at Adobe's election;

14 D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

15 E. That Defendants account for and pay over to Adobe all damages sustained by Adobe
16 and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that
17 those profits be increased as provided by law;

18 F. That Adobe recovers from Defendants its costs of this action and reasonable
19 attorneys' fees; and

20 G. That Adobe has all other and further relief as the Court may deem just and proper
21 under the circumstances.

22 Dated: July 21, 2008

J. Andrew Coombs, A Professional Corp.

23 By: 

J. Andrew Coombs
Annie S. Wang

24 Attorneys for Plaintiff Adobe Systems Incorporated
25
26
27
28

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: July 21, 2008

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

Adobe Systems Incorporated
COPYRIGHT REGISTRATIONS

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340

Adobe Systems Incorporated
COPYRIGHT REGISTRATIONS

Adobe Acrobat Fill in 4.0.	TX0004241942
Adobe Acrobat Inroduction 1.0.	TX0005200942
Adobe Acrobat Inroduction 1.0.	TX0005200942
Adobe Acrobat Messenger 1.0.	TX0005241268
Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
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